

Nov. 23, 2009 9:46AM Claim Managers

No. 3305 P. 5

*Service Copy*

STATE OF MISSOURI )  
CITY OF ST. LOUIS )  
                      ) SS

RICHARD MURRAY  
AUTO CLAIM MGR.

NOV 23 2009

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS  
STATE OF MISSOURI  
CIRCUIT JUDGE DIVISION

PAUL DEL GROSSO AND  
ESTHER DEL GROSSO,

Plaintiffs,

VS.

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY,  
Serve: State Insurance Commissioner  
301 West High Street  
Room 530  
Jefferson City, MO 65101

And

STATE FARM FIRE AND CASUALTY  
COMPANY,  
Serve: State Insurance Commissioner  
301 West High Street  
Room 530  
Jefferson City, MO 65101

Defendants.

Cause No. 0920CC09588

Division No.

PERSONAL INJURY -  
UNINSURED MOTORIST

JURY TRIAL DEMAND

PETITION

COUNT I

INJURIES TO PAUL DEL GROSSO

COME NOW Plaintiffs and as and for their cause of action states to the Court as follows:

1. That on September 10, 2009 and at all time herein mentioned he was operating his motor vehicle on U.S. Highway 40 westbound near its intersection with Highway N, both open and public thoroughfares in the State of Missouri.
2. That prior to this date Plaintiff had purchased motor vehicle insurance through State Farm Mutual Automobile Insurance Company, being policy numbers #389 51757-A11-25K; policy #121 4050-DO3-25; policy #385 8188-D29-25D; policy #G12 2024-D16-25C. These motor vehicles policies on four separate vehicles carried uninsured motor vehicle bodily injury liability for Fifty Thousand Dollars (\$50,000.00) per person.
3. That in addition to the four policies of uninsured motorists coverage, which may be stacked pursuant to Missouri law, Plaintiff had a personal liability umbrella policy through State Farm Fire and Casualty Company being policy #25-48-8967-9 in the amount of One Million Dollars (\$1,000,000.00).
4. That service may be had on Defendants State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company by service on the Missouri Division of Insurance, serve: State Insurance Commissioner, 301 West High Street, Room 630, Jefferson City, MO 65101.

5. That on the above described date as Plaintiff was operating his vehicle on the roadway a truck in front of him, that was carrying bales of hay, lost one of the bales off the back of the truck and it fell in the roadway and was struck by other motorists including Plaintiff.

6. That the above described truck the left the scene and therefore is defined as an uninsured motorist as that term is described in Plaintiffs' liability insurance policies with Defendant State Farm.

7. That the uninsured motorist was negligent and careless in the following respect:

a. That the operator of the truck violated §307.010 Revised Statute of Missouri which states that all motor vehicles operating on the public highways of the State and carrying goods which may ... which may reasonably be expected to become dislodged and fall ... as a result of movement of the vehicle ... shall ... be sufficiently secured so that no portion of such goods or materials can be dislodged and fall from the vehicle.

8. That Defendant State Farm Mutual Automobile Insurance Company is aware of this law pursuant to the case of Pfoutz v. State Farm Mutual Automobile Insurance Company, 861 F.2d 527.

9. That as a direct result of the aforesaid negligence of the uninsured motorist Plaintiff was caused to suffer permanent, severe and disabling injuries to his head, brain, face, right shoulder, left knee, right knee and ribs.

10. That Plaintiff has incurred medical expenses in excess of Twenty-Five Thousand Dollars (\$25,000.00) to the time of the filing of this Petition and will incur further medical expenses in the future.

11. That Plaintiff has incurred loss of wages and earnings in an amount in excess of One Thousand Dollars (\$1,000.00) to the time of the filing of this Petition and suffered diminished earning capacity for the future.

12. That Plaintiff hereby makes demand on Defendant State Farm Mutual Automobile Insurance Company that they pay their policy limits in full to Plaintiff.

WHEREFORE Plaintiff prays judgment against Defendant in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00) together with his costs herein expended and for such other and further relief as the Court deems just and proper.

COUNT II

SPOUSAL CLAIM FOR ESTHER DEL GROSSO AS A RESULT OF THE INJURIES TO HER HUSBAND

COME NOW Plaintiff Esther Del Grosso and states that on September 10, 2009 and at all times herein mentioned she was and is the lawfully wedded wife of Plaintiff Paul Del Grosso and as a direct and proximate result of the aforesaid injuries to her husband she was caused to suffer a loss of his support, services, society, consortium, love and affection.

WHEREFORE Plaintiff Esther Del Grosso prays judgment in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00) together with her costs herein expended.

**ANDERSON & ASSOCIATES**  
Attorneys for Plaintiff

By:

  
JOHN D. ANDERSON; MO #25568;  
Fed #12622; ja@hurthelp.net  
NICOLE E. BURLISON KNEPPER;  
MO #60025; Fed #1592944;  
nb@hurthelp.net  
911 Washington Avenue, Suite 400  
St. Louis, MO 63101  
(314) 621-5534; Fax (314) 621-6941